EXHIBIT 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Index No.

SUMMONS

EAST COAST PLASTIC SURGERY, P.C.
Plaintiff(s),

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

Plaintiff's Address:
EAST COAST PLASTIC SURGERY, P.C.
333 Broad Street
Red Bank, NJ 07701-2178

Basis for Venue:
Defendant transacts business within Queens County

To the above named defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you in the amount of $291,521.75.

Dated: August 29, 2022

DocuSigned by:
Michael Baglio
0A1D48C14A73421...

LEWIN & BAGLIO, LLP
By: Michael Baglio, Esq.
Attorneys for the Plaintiff
1100 Shames Drive
Suite 100
Westbury, New York 11590
Tel: (516) 307- 1777
Fax: (516) 307- 1770
L&B File No.: 2126.COM.13 (R)

Defendant's Address:
AETNA HEALTH AND LIFE INSURANCE COMPANY

c/o Department of Financial Services
151 Farmington Avenue
Hartford, CT 06156

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Index No.:

COMPLAINT

EAST COAST PLASTIC SURGERY, P.C.
Plaintiff(s),

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

Plaintiff, EAST COAST PLASTIC SURGERY, P.C., alleges:

1) This is an amount of payment case because this is an action by an out-of-network health care provider to recover payment from an insurer. This action does not include any claims in which benefits were denied, nor does it challenge any coverage determinations.

2) This is not a right to payment case because the Defendant-insurer has already adjudicated the claim(s) at issue, has determined that Plaintiff's claim(s) were for covered medical services rendered to the relevant patient, and has issued payments-payments that were not what was offered to induce performance of the services at issue. And, that is the reason for this lawsuit.

3) SM[1], a consumer of the Defendant's product, required a medical procedure called bilateral breast reduction.

4) Prior to the service being rendered the insurer offered Plaintiff to reimburse the service at the 80 percent reasonable and customary rate. But after receiving the benefit of its bargain-bilateral breast reduction rendered to its consumer-the insurer reneged by making payment that was not at 80 percent reasonable and

[1] SM is an individual patient referred to solely by their initials to avoid disclosure of personally identifiable information.

customary. The payment was not what was offered, was late pursuant to NY statutory standards, and incomplete or unreasonable according to industry standards.

JURISDICTION, VENUE, AND PARTIES

5) This Court has personal jurisdiction over the parties because Defendant AETNA HEALTH AND LIFE INSURANCE COMPANY, (herein after " Aetna")is an insurance company licensed and authorized to do business in the State of New York; Aetna, violated New York Law while doing business in New York State.

6) Aetna transacts business in QUEENS County.

7) EAST COAST PLASTIC SURGERY, P.C. (Herein after ECPS) is a Professional Corporation that provides health services in the State of New Jersey. ECPS is the entity through which Dr. Norman Rowe and Dr. Charles Pierce do business.

FACTUAL ALLEGATIONS

A. Introduction to Managed Care

8) A health insurance product is a package of health insurance coverage benefits that are offered using a particular product network type within a service area.

9) Health insurance plans, with respect to a product, are the pairing of the health insurance coverage benefits under the product with a particular cost sharing structure, provider network, and service area.

10)Many of ECPS's patients are consumers of a health insurance products and use those products to arrange for and manage the costs of their medical treatment

11) At all relevant times, "SM" was a consumer of a health insurance product sold by Aetna.

12) SM relied on an insurance product sold by Aetna to arrange for and manage the costs of their medical treatment.

1. Use of Network Status to Determine Reimbursement

13) The amount Aetna pays to medical providers is the result of a calculation. The minuend for that calculation is determined by a medical provider's network status.

14) Aetna determines a medical provider's network status by whether or not the provider has signed a Aetna network agreement. A provider who has joined the network has negotiated and agreed to accept a rate of payment for the services they will provide to consumers of Aetna's products and plans, which is called the in-network rate.

15) ECPS intentionally refused to join any provider network organized by Aetna so that ECPS is always free to negotiate payment for services they render to individual patients.

16) At all times relevant, ECPS intentionally refused to join any insurer provider network organized by Aetna so that ECPS could freely choose to whom they would render medical services.

17) ECPS never agreed to be bound by the terms and conditions of SM's health insurance plan.

18) Because ECPS refused to join a provider network Aetna treats ECPS as an out-of-network provider.

19) Not all plans provide out-of-network benefits, but when they do Aetna determines the amount it will allow for a covered service to an out-of-network provider, this amount is called the allowed amount.

20) In the healthcare industry, usual, customary, and reasonable (UCR) is the charge for a service in a geographic area based on what providers in the area usually charge for the same or similar medical services. The 80th percentile of UCR is a percentile threshold recognized in the health insurance industry as a reasonable value for a medical service.

21) FAIRHealth data is a recognized in the healthcare industry as a reliable source for provider pricing and for determining UCR.

22) An insurer will typically disclose the allowed amount for a service rendered by an out-of-network provider as a percentage of UCR; this is typically called the out-of-network rate or the OON rate.

23) Indeed, New York Insurance Law §§ 3217-a(a)(19)(B) and 4324(a)(20)(B) and Public Health Law § 4408(1)(t)(ii) require health plans to disclose the amounts paid for out-of-network services as a percentage of UCR. Insurance Law §4324 states that the 80th percentile of providers' charge for a service in a geographic area is the usual and customary cost for that service.

24) Bilateral breast reduction was indicated for SM and SM desired ECPS perform bilateral breast reduction.

25) ECPS, however, was unwilling to risk non-payment to perform bilateral breast reduction on SM.

26) Therefore, on or about March 25, 2020, an ECPS employee contacted Aetna and spoke to a/an Aetna employee.

27) ECPS employee identified itself as an out-of-network provider, indicated ECPS was willing to render bilateral breast reduction to SM.

28) During phone conversations between ECPS's employees and Aetna's employees, Aetna employee represented that the total allowed amount for this service was based upon 80 percent reasonable and customary. for covered services rendered to SM. Aetna Employee Danielle O provided this reference number for the call: 5156175880.

29) 80 percent reasonable and customary is an industry term which means Aetna would pay an amount equal to 80 percent of the reasonable and customary percentile threshold for that service in the geographic area where the services were rendered.

30) On or about March 31, 2020, Aetna told ECPS that bilateral breast reduction rendered to SM was a covered service.

31) On July 15, 2020, ECPS accepted Aetna's offer by rendering bilateral breast reduction to SM.

32) ECPS submitted its billing to Aetna.

B. Explanation of billing

33) ECPS billed Aetna a total of $300,000.00 for the services rendered to SM on July 15, 2020 indicating the services it rendered using industry standard billing

codes, known as "CPT codes." ECPS also substantiated the use of those CPT codes by including the relevant medical documentation with its billing.

34) It is an industry standard practice for Aetna to rely upon the billing codes submitted by a medical provider to determine the amount Aetna would pay.

35) Indeed, ECPS attested to the accuracy of its claims.

36) ECPS billed Aetna $150,000.00 for the services Dr. Norman Rowe rendered. Aetna adjudicated these claims and determined that the claims were for covered services rendered to SM because Aetna paid $5,438.35 for the services Dr. Norman Rowe rendered.

37) ECPS billed Aetna $150,000.00 for the services Dr. Charles Pierce rendered. Aetna adjudicated these claims and determined that the claims were for covered services because Aetna paid $3,039.90 for the services Dr. Charles Pierce rendered.

C. Explanation of monies owed

38) Aetna did not do what it was required to do.

39) Aetna accepted ECPS's performance.

40) Aetna did deny the claim because ECPS incorrectly performed bilateral breast reduction.

41) Aetna did not deny the claim because the services ECPS billed were not covered.

42) Aetna did not deny the claim because there was a reduction in SM's benefits such that ECPS was not entitled to further payment.

43) Aetna did not deny the claim because another insurer or corporation or organization was liable for all or part of the bill.

44) Instead of denying the claim, Aetna adjudicated ECPS's claim, determined that bilateral breast reduction was covered and intentionally issued a payment, which was late and unreasonable.

1. Aetna's automated claims processing results in underpaid claims

45) Aetna has, as is common in the health insurance industry, largely automated its claims adjudication process.

46) Aetna has designed and implemented its automated claims adjudication process to ensure that claims for payment received by Aetna for all services rendered by any out-of-network providers are intentionally underpaid.

47) Aetna intentionally underpays out-of-network services to artificially reduce gross costs for medical services and increase its profits.

48) Every dollar that Aetna was obligated to pay that it didn't pay was a dollar that was counted directly to profits. While underpayment serves as a windfall for Aetna, being misled into providing medical services leaves the medical provider with a broken promise and the legal bills associated with attempting to be made whole again.

49) When Aetna processes the claims it receives it relies on the information reflected in the claim itself, and particularly the CPT code, to determine the date of service, the service provided to the consumer, and the medical providers network status.

50)CPT codes are among the most important pieces of information included in a claim to Aetna, and a primary determinant of the amount Aetna will ultimately pay.

51)The type and degree of care indicated by the CPT code(s) included in a claim is a primary determinant of what Aetna will pay on the claim.

52)Aetna intentionally issues improper and reduced payment for services rendered by out-of-network providers.

53)The automated application of industry standard limitations on reimbursement means that Aetna routinely improperly applies limitations on reimbursement. The improper application of limitations on reimbursement improperly reduces the amount of Aetna's payment

54)The delta between what Aetna paid on the claim identified in the Complaint and what Aetna should have paid is so substantial it foreclose the possibility that Aetna merely made a mistake.

55)The amount paid to ECPS by Aetna $8,478.25 is not a reasonable value for bilateral breast reduction because it is not consistent with the prevailing and customary rates paid for bilateral breast reduction; as a result ECPS suffered damages.

56)Aetna did not use 80 percent reasonable and customary to calculate the payment for bilateral breast reduction, therefore, Aetna incorrectly calculated its payment to ECPS; as a result ECPS suffered damages.

57)Aetna intentionally incorrectly calculated 80 percent reasonable and customary resulting in an underpayment to ECPS for bilateral breast reduction; as a results ECPS suffered damages.

58)Aetna did not properly apply industry coding standards for determining any recognized limitations on reimbursement for bilateral breast reduction, therefore, Aetna incorrectly calculated its payment to ECPS; as a result ECPS suffered damages.

FIRST CAUSE OF ACTION- BREACH OF CONTRACT

59)ECPS repeats and re-alleges the foregoing paragraphs as if fully set forth herein.

60)On or about March 25, 2020, Aetna verbally offered to pay 80 percent reasonable and customary for covered medical services rendered to SM.

61)On or about March 31, 2020, Aetna verbally communicated to ECPS that bilateral breast reduction surgery rendered to SM would be a covered service.

62)On or about July 15, 2020, ECPS accepted Aetna's offer by rendering bilateral breast reduction to SM and submitted its billing to Aetna.

63)Aetna accepted ECPS's performance.

64)Aetna adjudicated ECPS's claim, determined the services were covered and issued a payment.

65)Aetna has failed and refuses, however, to issue payment to ECPS at the 80 percent reasonable and customary rate for the services as agreed.

66)Aetna has refused to pay the balance after being demanded to do so by ECPS.

67)Aetna has not treated ECPS fairly and has acted in bad faith.

68)As a result of Aetna's failure to perform under their agreement ECPS has suffered damages.

SECOND CAUSE OF ACTION UNJUST ENRICHMENT

69)ECPS repeats and re-alleges the foregoing paragraphs as if fully set forth herein.

70)Aetna induced ECPS to render bilateral breast reduction to SM by offering to pay for bilateral breast reduction at the 80 percent reasonable and customary rate.

71)ECPS conferred a benefit upon Aetna under circumstances where Aetna knew or should have known that ECPS expected to be reasonably compensated for the benefit conferred according to usual and customary prevailing rates for bilateral breast reduction, the services rendered to SM.

72)Aetna received the benefit of its bargain, i.e., ECPS rendering bilateral breast reduction to SM.

73)ECPS would not have otherwise provided the medical services without Aetna's agreement to pay 80 percent reasonable and customary.

74)When ECPS rendered bilateral breast reduction to SM ECPS made it possible for Aetna to fulfill its contractual obligation to manage SM costs for medically necessary services.

75)Relying on Aetna's offer of payment at 80 percent reasonable and customary, ECPS forbore from collecting payment in full from SM prior to rendering bilateral breast reduction.

76)If Aetna did not offer to pay 80 percent reasonable and customary then SM would not have received bilateral breast reduction from ECPS for the same out-of-pocket costs.

77)The additional benefits conferred by ECPS when ECPS agreed to render bilateral breast reduction based on Aetna's promise of payment included SM's perception, valid or otherwise, that Aetna facilitated SM receiving bilateral breast reduction from ECPS; the esteem and the expectancy of SM's continued customer patronage is called good will and it has a value to Aetna.

78)Under the circumstances, it would be unfair to permit Aetna to retain the benefits conferred upon it without Aetna paying a reasonable value to ECPS.

THIRD CAUSE OF ACTION- PROMISSORY ESTOPPEL

79)ECPS repeats and re-alleges the foregoing paragraphs as if fully set forth herein.

80)Aetna made a clear and unambiguous promise to pay 80 percent reasonable and customary for bilateral breast reduction rendered to SM and should have expected that ECPS would rely upon that promise.

81)Aetna should have expected ECPS to rely upon its promise because, among other reasons, Aetna knew that ECPS was treating and it made a promise on

3/31/20 to issue payment for bilateral breast reduction at the 80 percent reasonable and customary rate.

82)Aetna should have expected ECPS to rely upon its promise because, among other reasons, Aetna issued numerous payments to ECPS for the same healthcare services rendered by ECPS at higher percentage of the billed amount under the same or similar circumstances.

83)ECPS relied on Aetna's promise to its detriment, causing substantial damages equal to the reasonable value of the medical services provided by ECPS.

FOURTH CAUSE OF ACTION— VIOLATION OF NEW YORK'S PROMPT PAY LAW

84)ECPS repeats and re-alleges the foregoing paragraphs as if fully set forth herein.

85)Pursuant to their agreement and within 120 days of the date the services were rendered to SM, ECPS submitted its claim to Aetna.

86)Aetna did not issue payment of the undisputed amount within 45 days of the date of service because the payment it issued was unreasonable based upon reimbursement standards in the industry,

87)Aetna did not object to reimbursement or request further information from ECPS regarding ECPS's billing within forty-five (45) days of receipt of the claim.

88)ECPS is entitled to payment of $291,521.75 PLUS interest at the rate of ONE PERCENT (1%) per month computed from THIRTY (30) days after the date the

claim was submitted to the Aetna until the amount due is paid in full, pursuant to Insurance Law § 3224-a.

89)**WHEREFORE**, EAST COAST PLASTIC SURGERY, P.C. demands judgment in the amount of $291,521.75 together with statutory interest; or in the alternative judgment in the amount of $129,515.75, and pre-judgment interest, and court costs together with granting such other and further relief as the Court may deem just and proper.

LEWIN & BAGLIO, LLP
Attorneys for the Plaintiff
1100 Shames Drive
Suite 100
Westbury, New York 11590
Tel: (516) 307- 1777
Fax: (516) 307- 1770
L&B File No.: 2126.COM.13 (R)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Index No.:

EAST COAST PLASTIC SURGERY, P.C.
Plaintiff(s),

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

VERIFICATION

I, Mia Sher being duly sworn, deposes and says:

I am an officer of EAST COAST PLASTIC SURGERY, P.C., the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

Dated: August 29, 2022

Sworn to before me this 29 day of August 2022

MICHELE B SAGURTON
Notary Public, State of New Jersey
Comm. # 50066395
My Commission Expires 8/18/2027

Notary Public

L&B File No.: 2126.COM.13 (R)

AETNA
P.O. BOX 981106

EL PASO,TX 79998-1106

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

1. MEDICARE (Medicare#) / MEDICAID (Medicaid#) / TRICARE (ID#/DoD#) / CHAMPVA (Member ID#) / GROUP HEALTH PLAN (ID#) / FECA BLK LUNG (ID#) / OTHER (ID#) X		1a. INSURED'S I.D. NUMBER (For Program in Item 1) [redacted]5141	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) M[redacted], S[redacted]	3. PATIENT'S BIRTH DATE MM DD YY [redacted]1991 SEX M / F X	4. INSURED'S NAME (Last Name, First Name, Middle Initial) M[redacted], S[redacted]	
5. PATIENT'S ADDRESS (No., Street) 9730 57TH AVENUE APT 1G	6. PATIENT RELATIONSHIP TO INSURED Self X / Spouse / Child / Other	7. INSURED'S ADDRESS (No., Street) 9730 57TH AVENUE APT 1G	
CITY CORONA	STATE NY	8. RESERVED FOR NUCC USE	CITY CORONA / STATE NY
ZIP CODE 11368	TELEPHONE (Include Area Code) (929) 800-7552		ZIP CODE 11368 / TELEPHONE (Include Area Code) (929) 800-7552
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) NONE		10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) YES / X NO	a. INSURED'S DATE OF BIRTH [redacted]1991 SEX M / F X
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? YES / X NO PLACE (State)	b. OTHER CLAIM ID (Designated by NUCC)
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? YES / X NO	c. INSURANCE PLAN NAME OR PROGRAM NAME
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES / X NO If YES, complete items 9, 9a and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE. I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNED SIGNATURE ON FILE DATE 07/16/2021

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL	15. OTHER DATE QUAL MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a / 17b NPI	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES MM DD YY FROM 07 15 20 TO MM DD YY
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? YES / NO $ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0 A. N62 B. L304 C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY	To MM DD YY	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	MODIFIER	E. DIAGNOSIS POINTER	F. $ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
071520	071520	24		19318	50	AB	150000	00 2		NPI	1659548279
										NPI	
										NPI	
										NPI	
										NR	
										NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN [redacted]1342 X	26. PATIENT'S ACCOUNT NO. [redacted] X	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) X YES / NO	28. TOTAL CHARGE $ 150000 00	29. AMOUNT PAID $ 2822 98 / 30. Rsvd for NUCC use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) PIERCE, CHARLES A. D SIGNED 07/16/2021	32. SERVICE FACILITY LOCATION INFORMATION HACKENSACK SPECIALTY AMB 321 ESSEX STREET HACKENSACK,NJ 07601-2066 a. 1285179564 b.		33. BILLING PROVIDER INFO & PH # ( ) EAST COAST PLASTIC SURGERY 333 BROAD STREET RED BANK, NJ 07701-2178 a. 1902259187 b.	

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

Index No.:

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Plaintiff(s),

- Against -

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Defendant(s).

AFFIRMATION

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.

ATTORNEYS VERIFICATION AND CERTIFICATION PURSUANT TO § 130-1:

I, Michael Baglio, Esq., an attorney and counselor at law, duly admitted to practice in the Courts of the State of New York and a member with the law firm **LEWIN & BAGLIO, LLP,** attorneys for plaintiff herein, affirms the following to be true under penalties of perjury:

I have read the foregoing **COMPLAINT** and know the contents thereof, and upon information and belief, I believe the matters alleged therein to be true.

The reason this verification is made by deponent and not by plaintiff is that plaintiff resides in a county other than the one in which your deponent's office is maintained.

The source of your deponent's information and the grounds of my belief are communications, papers, reports and investigations contained in my file.

Dated: August 29, 2022
Westbury, New York

DocuSigned by:
Michael Baglio
0A1D48C14A73421...

By: Michael Baglio, Esq.

L&B File No.: 2126.COM.13 (R)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

EAST COAST PLASTIC SURGERY, P.C.
Plaintiff(s),

Index No.:

- Against -

AETNA HEALTH AND LIFE INSURANCE COMPANY,
Defendant(s).

Pursuant to Section 130-1 of the rules of the chief administrator (22 NYCRR) I certify that to the best of my knowledge, information and belief, Formed after an inquiry reasonable under the circumstances, the within Summons and Verified Complaint are not frivolous.

DocuSigned by:
Michael Baglio
0A1D48C14A73421

By: Michael Baglio, Esq.

SUMMONS AND COMPLAINT

ATTORNEYS FOR THE PLAINTIFF

LEWIN & BAGLIO, LLP
1100 Shames Drive
Suite 100
Westbury, New York 11590
516-307-1777
L&B File No.: 2126.COM.13 (R)

To:

Attorney for defendant:
Service of a copy of the within SUMMONS AND COMPLAINT is hereby admitted.

Dated:

Attorney for Defendant